



Office of General Counsel

I. Fred Koenigsberg
SENIOR ATTORNEY

(212) 870-7513

August 18, 1986

Mr. Winston Tabb
11303 Handlebar Road
Reston, Virginia 22091

RE: Cable Compulsory License--
1984 Distribution Proceeding

Dear Winston:

In accordance with our conversation on August 14, 1986, I am enclosing a list of those works (all with Spanish titles) for which we would like the Copyright Office to search its records for registration and assignment information. Where available, we have indicated any further identifying information, such as author, publisher (presumably the copyright claimant), recording artist and record company. The last column on the list, "source," refers to identifying information in Copyright Royalty Tribunal proceedings, and is not relevant.

I would appreciate it if you would call my colleague, Bennett M. Lincoff, at (212) 870-7511, as soon as possible with an estimate of the cost of the project; we understand that overtime will be necessary to get the information to us by the first week of September.

With many thanks for your assistance, and kind regards,

Sincerely,


I. Fred Koenigsberg

IFK:b
enc.

cc: Bennett M. Lincoff, Esq.
Charles T. Duncan, Esq. (FEDERAL EXPRESS)
Edward W. Chapin, Esq. (BY HAND), Nicholas Arcomano, Esq. (BY HAND)

ASCAP Building, One Lincoln Plaza, New York, NY 10023 Area Code (212) 595-3050
Cable Address ASCAP, New York TWX 7105812084

TRANSLATION

ACEMLA REPRESENTATION CONTRACT

CONTRACT: entered into on this SEVENTH day of the month of FEBRUARY nineteen hundred and eighty-three, between MUSICA DOMINICANA, S.A., hereinafter called (MUDOSA), mailing address: EL CONDE - (illegible) Esq. Hostos, Dominican Rep. and the ASOCIATION DE COMPOSITORES Y EDITORES DE MUSICA LATINOAMERICANA, hereinafter called (ACEMLA), mailing address: 214 West 96th Street, New York, N.Y. 10025, U.S.A.

MUDOSA hereby transfers and grants to ACEMLA the exclusive rights to license in the territory, or territories, of the UNITED STATES, PUERTO RICO, EQUADOR and COLOMBIA, all (illegible) right which are under its control and which have been assigned to MUDOSA and those which may be assigned in the future and during the term of this contract to MUDOSA, which includes and is hereinafter called the MUDOSA "repertoire".

Works whose rights may currently be assigned to others may be excluded from this contract until the termination or cancellation of said assignment. A list of these works is attached hereto.

ACEMLA agrees to collect the license fees for the performance of the works in the MUDOSA repertoire, and to make proportional payments on the basis of the payments to its affiliates, whilst rendering accounts to MUDOSA, pursuant to the terms hereof and under the distribution regulations in accordance with the statements submitted to the COPYRIGHT TRIBUNAL, WASH. D.C. during the court proceedings of 1982-83, a copy of which is attached hereto.

PUBLIC PERFORMANCE DEFINED

PUBLIC PERFORMANCE as used in this contract is understood to mean any vocal, instrumental rendition, and/or any musical rendition or representation performed in any manner and form and by any means of personal or mechanical expression including but not limited to their use by radio and television stations, telephone, cable or (Hertzian) waves, or any other reproduction by means of sound reproducing devices whether these are performances of partial works, fragments or of an entire work. Whereas some rights in dramatic/musical works may be reserved by the author, and the publisher of said work (illegible)... not include any of the rights specifically assigned herein.

The rights granted herein may be subject to any right which the author, composer and/or publisher may hold by reason of a pre-

vious assignment for the purpose of limiting the use of certain works in particular.

MUDOSA irrevocably grants and gives possession to ACEMLA on behalf of MUDOSA, or of the author and grantor of the rights assigned herein, of any work which may be or is covered by this contract and authorizes ACEMLA to institute court proceedings, to retain and collect for the transgression and/or violation of any rights assigned herein under the terms of this contract and to terminate, settle, compromise, reach agreements and to refer and/or submit to arbitration, at the discretion of ACEMLA, and to proceed in the same manner and form, and for the same purposes, as would MUDOSA and the owner of the work.

MUDOSA hereby irrevocably constitutes and designates ACEMLA as its sole and true legal representative for the term of this contract, on behalf of MUDOSA, its affiliates, members and/or owner of the works granted herein.

During the term of this contract, MUDOSA agrees to execute, sign, furnish and deliver any documents, powers of attorney and instruments which according to ACEMLA may be necessary and expedient in order to exercise its legal faculties and institute court proceedings in its own behalf or as is necessary to exercise and defend all rights and privileges granted herein.

Being in complete agreement the parties hereto affix their signature through their authorized representatives.

RAFAEL SANABIA

IN WITNESS WHEREOF

ASOCIACION DE COMPOSITORES
Y EDITORES DE MUSICA
LATINOAMERICANA

President

IN WITNESS WHEREOF